

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



HOLIDAY PROVISIONS

FOR

LABORER AND RELATED CLASSIFICATIONS

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES

23-152-2

RECEIVED
Department of Industrial Relations
AUG 07 1997
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Chief's Office

MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS, INC.

and

THE SOUTHERN CALIFORNIA

DISTRICT COUNCIL OF LABORERS

This Agreement entered into this first day of July 1997, by and between the **Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association and the Southern California Contractors Association, Inc.**, on behalf of their respective eligible members, hereinafter referred to as the **CONTRACTORS**; and, the **Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO**, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, all affiliated with the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations; hereinafter referred to as the **UNION**.

P U R P O S E

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

ARTICLE XVI

Holidays, Payment of Wages, Meal Periods

A. Holidays

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

B. Payment of Wages

1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half ($\frac{1}{2}$) hour at the applicable overtime rate until such time as he does receive his pay.

2. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record, showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

4. If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.

MEMORANDUM OF AGREEMENT

by and between

Southern California District Council of Laborers

and

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.,
BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC., AND
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION**

Changes from the 1997-2000 Master Labor Agreement

R E C E I V E D
Department of Industrial Relations

JUL 31 2000

Div. of Labor Statistics & Research
Chief's Office

July 28, 2000

LABORERS 2000-2003 MASTER LABOR AGREEMENT

1. **Term of Agreement** All dates to conform with three (3) year agreement effective July 1, 2000, through June 30, 2003